

<b>RFP Number: 2024-01</b>	<b>RFP Title: Professional Advertising and Marketing Services for Southwest Montana Tourism</b>
<b>RFP PROPOSAL Due Date and Time: Friday, May 3, 2024  12:00 p.m., Mountain Time</b>	<b>Number of Pages: 34</b>
<b>Issue Date: March 09, 2024</b>	
<b>ISSUING AGENCY INFORMATION</b>	
<b>Sarah Bannon, Executive Director info@southwestmt.com</b>	<b>Southwest Montana Tourism Region Phone: (406) 846-1943</b>
<b>Website: Southwest Montana Tourism <a href="https://southwestmt.com/">https://southwestmt.com/</a></b>	
<b>INSTRUCTIONS TO OFFERORS</b>	
<b>Return Sealed Proposal to:</b>	<b>Mark Face of the Envelope under your return address with:</b>
<b>MAILING ADDRESS: Southwest Montana Tourism 1105 Main Street Deer Lodge, MT 59722</b>	<b>Southwest Montana Ad Agency Proposal</b>
<b>Special Instructions: No FAXED or email proposals will be considered.</b>	
<b>PLEASE COMPLETE THE FOLLOWING</b>	
<b>Offeror Company Name/Address/Phone:</b>	_____ <b>(Principal Name/Title)</b>  _____ <b>(Signature)</b> <b>Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.</b>
<b>Federal ID #:</b>	<b>Offeror Phone Number: Offeror FAX Number:</b>
<b>Offeror E-mail Address:</b>	<b>Payment Terms: Net 30</b>

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROFESSIONAL ADVERTISING AND  
MARKETING SERVICES  
FOR  
SOUTHWEST MONTANA TOURISM**

**RFP 2024-01**

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## SCHEDULE OF EVENTS

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<u>Event</u>	<u>Date</u>
RFP Released.....	<b>March 9, 2024</b>
Deadline for Receipt of Written Questions.....	<b>March 29, 2024</b>
Written Responses to Questions Distributed.....	<b>April 5, 2024.</b>
Proposal Due Date .....	must be received by 12:00 noon, <b>May 3, 2024</b>
Evaluation Committee Meeting.....	<b>Week of May 6, 2024</b>
Oral Interviews (if deemed necessary) .....	<b>May 15, 2024</b>
Intended Date for Complete Contract Award.....	<b>July 1, 2024</b>

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## NOTICE

From the issuance date of this RFP until a contractor is selected and the selection is announced, offerors are not allowed to communicate with any Southwest Montana Tourism staff or board members regarding this procurement, except at the direction of Sarah Bannon, Executive Director of Southwest Montana. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Sarah Bannon  
Telephone Number: 406-846-1943  
Email Address: [info@southwestmt.com](mailto:info@southwestmt.com)

## REQUEST FOR PROPOSAL (RFP # 2024-01)

Southwest Montana Tourism Region, (hereinafter referred to as Southwest Montana or “SWMT”) is pleased to invite you to submit a proposal for professional advertising and marketing services--to provide a comprehensive marketing program to promote Southwest Montana as a travel destination to state, regional, national, and possible international markets. This RFP seeks an agency partner to provide marketing across traditional, digital, and public relations; whether the media be paid, earned, or owned.

SWMT seeks a partnership with an agency offering a wide range of professional services, including but not limited to:

- Strategic Market Research Initiatives
- Creative and Design Excellence
- Content and Media Proficiency
- Public Relations and Earned Media Strategies
- Digital and Print Production Capabilities
- Future-focused Project Engagement

The selected agency of record will exhibit the following characteristics and capabilities:

- Regional Knowledge
- Strategic Vision and Team Collaboration
- Creative Innovation and Risk Management
- Operational Excellence
- Commitment to Partnership

Candidate agencies will submit proposals to be considered for advertising and marketing services all and/or as a lead agency with subcontractor relationships. Agencies submitting a proposal as the lead contractor must clearly represent their capabilities as the lead agency and must identify in the proposal which Scope of Work (SOW) elements would be subcontracted under the lead agency.

*NOTE: Any subcontracted agency hired by the lead agency must have the capabilities and demonstrable experience to carry out the specific portion of the SOW being subcontracted and **must first be approved by SOUTHWEST MONTANA.***

The successful offeror must demonstrate extensive knowledge and understanding of each service outlined in the RFP to proactively execute the destination marketing, management, and development roles as outlined by SOUTHWEST MONTANA.

## SECTION 1 GENERAL INFORMATION

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### 1.0 Introduction

**Southwest Montana Tourism Region**, (hereinafter referred to as SWMT and/or Southwest Montana) is one of six (6) designated tourism regions within the State of Montana. Southwest Montana region consists of nine (9) counties: Beaverhead, Broadwater, Deer Lodge, Granite, Jefferson, Lewis & Clark, Madison, Powell, and Silver Bow.

#### **Background**

The Montana Legislature created a dedicated four percent (4%) accommodations tax in 1987, commonly known as the “bed tax”. Southwest Montana funds its programs solely from this source, with no dollars from the State’s general fund or any other revenue generating source. The existence of this funding, and the valuable promotional efforts it has allowed, are essential to maintaining and increasing tourism growth, management & sustainability into the future.

#### **ABOUT TOURISM IN MONTANA**

Tourism is one of Montana’s leading industries and primary revenue drivers. Montana annually hosts an estimated 12.5 million nonresident visitors who spent more than \$5.82 billion in the state during 2022.

There are many compelling reasons for tourists to vacation in Montana, including National Parks, unspoiled scenery, wildlife watching, hiking, skiing, and scenic driving. Southwest Montana is strategically located between Yellowstone National Park (YNP) and Glacier National Park (GNP). Additionally, once visitors come to Montana, research shows they return to explore more off the beaten path areas of the state, which is a major marketing focus for Southwest Montana.

We focus on history and cultural enthusiasts, outdoor recreation enthusiasts, scenic drivers, experiential travelers, and ghost enthusiast . The region is a big draw for heritage and culture enthusiasts and we currently market to local Montanans and visitors that are interested in the national parks.

Tourism in Montana is an industry of small businesses from a variety of sectors, including lodging accommodations, restaurants and bars, outfitters and guides, ski areas and private attractions, museums, historical sites, and cultural facilities, farming and ranching, gas stations and convenience stores, and retail shops. Industry also counts various state and federal agencies as critical partners.

#### **Vision**

SWMT fosters the region as a premier destination supporting local economies through the promotion of distinctive experiences.

#### **Mission**

Create collaborative marketing and development strategies to connect visitors to the richness of Southwest Montana’s natural beauty, recreational opportunities, culture, and historical attractions.

## **1.1 Request for Proposal Standard Information**

This Request for Proposal is issued in accordance with section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the Request for Proposal, will be used.

### **1.1.1 Receipt of Proposals and Public Inspection**

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see Section 1.1.7 “Claims to Keep Information Confidential” statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

### **1.1.2 Initial Classification**

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

### **1.1.3 Evaluation**

All responsive proposals will be evaluated based on stated evaluation criteria, accepted industry standards, and a comparative analysis of all other qualified responses. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the state's RFP document. Agencies selected as finalists may be asked for oral presentations.

### **1.1.4. Discussion/Negotiation**

Although proposals may be accepted and a contract awarded without discussion, Southwest Montana may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.

### **1.1.5. Best and Final Offer**

The “Best and Final Offer” is an option available to Southwest Montana under the RFP process which permits Southwest Montana to request a "best and final offer" from one or more offerors. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes. The “Best and Final Offer” for this RFP may be based on price/cost alone.

### **1.1.6 Award**

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to Southwest Montana.

### **1.1.7 Claims to Keep Information Confidential**

- (1) All information received in response to this RFP will be available for public inspection except for:
  - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
  - (b) matters involving individual safety as determined by the department;
  - (c) financial information requested by SWMT to establish offeror responsibility unless prior written consent has been given by the offeror, as set out in section 18-4-308, MCA; and
  - (d) other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential as permitted in (1) (a) through (d), the following conditions must be met:
  - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
  - (b) The proposal may not contain confidential material in the cost or price.
  - (c) An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, Chapter 14, Part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau's website: <https://spb.mt.gov/Procurement-Guide> or by calling 406.444.2575.
  - (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.
- (3) Documents not meeting all the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

## **1.2 Late Proposals**



**Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery to the Southwest Montana office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.**

### 1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by Southwest Montana. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

**1.3.1** Offerors shall promptly notify Southwest Montana of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP.

**1.3.2** Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to Southwest Montana by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP NUMBER 2024-01  
Sarah Bannon, Executive Director  
Southwest Montana  
info@southwestmt.com

**1.3.3** Each offeror submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFP. **An official written answer will be provided to all questions received by 2 p.m. (local time) on April 5, 2024.** Written questions received after the deadline may not be considered.

**1.3.3.1** Responses to written questions will be emailed to the RFP Offerors.

**1.3.4** Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

**1.3.5** Southwest Montana will issue any necessary Addenda.

**1.3.6** A point-by-point response to all numbered sections, subsections, and appendices must be submitted by each offeror to be considered for selection.

**1.3.6.1** Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section.

If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

Points may be subtracted for non-compliance with these specified proposal format requests. Southwest Montana may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

An Offeror responding to a question with a response like, “Refer to our literature...” or “Please see [www.....com](#)” may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to Southwest Montana in the RFP response and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another, and the scoring is based solely on the information provided in the response to the specific question. **(The Evaluation Team is not required to search through literature to find a response.)**

## 1.4 Submitting a Proposal

Offerors must submit one original and six copies of the written proposal to **Southwest Montana Tourism 1105 Main Street Deer Lodge, MT 59722**. Proposals must be received at the desk of Southwest Montana Executive Director Sarah Bannon, prior to **12:00pm (noon) local time May 3, 2024**. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable. (See Section 1.2.)

1.4.1 Each offeror who submits a proposal represents that:

1.4.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.4.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by Southwest Montana are entirely the responsibility of the offeror. Southwest Montana is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of Southwest Montana and are to be appended to any formal documentation, which would further define or expand any contractual relationship between Southwest Montana and offeror resulting from this RFP process.

1.4.2 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.3 A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

## 1.5 Rights Reserved

While Southwest Montana has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Southwest Montana to award a contract. Upon a determination such actions would be in its best interests, Southwest Montana in its sole discretion reserves the right to:

- (a) waive any formality;
- (b) cancel or terminate this RFP;
- (c) reject any or all proposals received in response to this document;
- (d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; and
- (e) not award, or if awarded, terminate any contract if Southwest Montana determines adequate state funds are not available.

## 1.6 Offeror Interview/Product Demonstration/Site Visit

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

## 1.7 Subcontracting

The successful offeror will be the prime contractor and shall be responsible, in total, for all work of any subcontractors. All subcontractors must be listed in the proposal. Southwest Montana reserves the right to approve all subcontractors.

**1.7.1** The Contractor shall be responsible to Southwest Montana for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and Southwest Montana.

## 1.8 General Insurance Requirements

**General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

## 1.9 Compliance with Workers' Compensation Act

The Contractor is required to supply the Southwest Montana with proof of compliance with the Montana Workers' Compensation Act while performing work for Southwest Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees

are employees of Southwest Montana. The proof of insurance/exemption must be valid for the entire contract period and must be received by Southwest Montana, 1150 Main Street, MT 59722, within 10 working days of the Request for Documents Notice.

**CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.**

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund 406-444-6500. An independent contractor's exemption can be requested through the Department of Labor and Industry, Employment Relations Division 406-444-1446. Corporate officers must provide documentation of their exempt status.

## **1.10 Compliance with Laws**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations (see below), including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, gender, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**All Regions / CVBs must follow the Rules and Regulations as set forth by the Montana Tourism Advisory Council. Please look at the link below.**

[https://brand.mt.gov/\\_shared/Regions-CVBs/docs/Resource-Page/January-2022-Rules-and-Procedures.pdf](https://brand.mt.gov/_shared/Regions-CVBs/docs/Resource-Page/January-2022-Rules-and-Procedures.pdf)

## **1.11 Offeror Competition**

Southwest Montana encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Southwest Montana's need to procure technically sound, cost-effective services.

**1.11.1** The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Southwest Montana from obtaining the best possible supply or service.

## **1.12 Contract Provisions and Terms**

**1.12.1** This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the contract terms and conditions which will form the basis of any contract between Southwest Montana and the successful offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by Southwest Montana, will govern.

**1.12.2** Offerors should notify Southwest Montana of any terms within the sample contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries.

**1.12.3** The complete contract term is for a period of 12 months beginning July 01, 2024, and ending June 30, 2024. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to Southwest Montana, not to exceed a total of seven years, at the option of Southwest Montana.

**1.12.4** Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and Southwest Montana. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

## **SECTION 2**

### **SCOPE OF PROJECT**

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To enable Southwest Montana to determine the capabilities of an Offeror to provide the supplies and/or perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet Yellowstone Country Montana Inc. requirements.

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

The vision of Southwest Montana fosters the region as a premier destination supporting local economies through the promotion of distinctive experiences.

The mission of Southwest Montana is to create collaborative marketing and development strategies to connect visitors to the richness of Southwest Montana's natural beauty, recreational opportunities, culture, and historical attractions.

#### **Working Relationship**

As a marketing entity, Southwest Montana is a service-intensive client, governed by a volunteer Board of Directors and operated under the management of an Executive Director. The successful offeror will therefore be expected to understand the inner workings and needs of such a client and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

Southwest Montana can be subjected to outside forces that can dictate the need for immediate action or response from the advertising agency. The successful Offeror will therefore be expected to understand the inner workings and needs of such a client and will possess the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

Southwest intends to have a close working relationship with the successful Offeror. It is expected key personnel be available for meetings as needed at their own expense, and available at all times via telephone and e-mail. The successful Offeror will be required to provide:

**(1) budget estimates for final approval prior to commencement of work on all approved programs, projects and/or campaigns undertaken on behalf of Southwest Montana**

**(2) provide Southwest Montana an opportunity to review all draft materials relevant to a program, project and/or campaign**

**(3) Keep Southwest Montana informed as to the status and progress of all approved project phases through completion:** budgeting, production, implementation, tracking, & final completion. Southwest Montana's final approval will be required on all proposals undertaken on its behalf.

Southwest Montana requires the Agency to assign an Account Manager to this account. The Account Manager will be responsible for the preparation, presentation and/or submission of required reports under agency purview, in whatever format deemed necessary. These reports shall include relevant accounting & bookkeeping information that tracks budget spending as required. Additionally, the designated Account Manager shall meet as necessary with Southwest Montana's Executive Director for a status update; these meetings may be in person, virtual or by telephone as agreed upon by both parties.

The Southwest Montana corporate office is in Deer Lodge. The contracting lead agency is required to, with assigned account representative(s) be available at reasonable business hours via telephone and email. SWMT holds approximately 6-8 board meetings per calendar year throughout the 9-county region and attends TAC (Tourism Advisory Council) meetings three (3) times per year in addition the Governor's Conference on Tourism. SWMT requires key agency personnel to attend these meetings as deemed necessary, at no extra cost to SWMT.

Additional information regarding Montana's Visitors and its tourism industry can be found on the Institute for Tourism & Recreation Research's website at <http://www.itrr.umt.edu> and via Montana Department of Commerce: Brandmt.com

Southwest Montana requests in-person representation of the agency at our 6-8 meetings held throughout the year. The offeror's full attention is expected to be on Southwest Montana business while in attendance. All these meetings are held within the region and attends TAC (Travel Advisory Council) meetings three times per year. Southwest Montana requires key agency personnel to attend these meetings as deemed necessary, at no extra cost to Southwest Montana.

Southwest Montana operates in the State of Montana fiscal year, with each year commencing on July 01 of the first year and concluding on June 30<sup>th</sup> of the following year. EX: Fiscal Year 2024 (FY 23/24) is July 01, 2023-June 30, 2024. Operations are conducted on a program/project budget-specific basis.

## **2.0 Program Detail**

Southwest Montana's approximate total annual operating budget ranges between \$900,000 to \$1.2 million dollars, with approximately 80% allocated to marketing and promotion endeavors.

An agency on contract with Southwest Montana is implementing the current advertising program. Southwest Montana has exercised all renewal options and is now in the final year of the contract, which will expire on June 30, 2024.

The following information is designed to provide current and historical detail pertaining to the marketing & promotion programs for Southwest Montana. The projects, programs, and partnerships

listed below are for agency information; specific budget amounts are allocated annually depending on requirement, scope of work, and area of focus.

**Southwest Montana is seeking Professional Services for the currently existing projects, programs, and partnerships:**

- Cooperative Development (Partnerships and Advertising)
- Copywriting and Copy Editing
- Full Creative Design Services
- Research as it pertains to Marketing
- Marketing and Media Plan Development
- Media Placement and Negotiation
- Campaign Development, Monitoring, Optimizing, and Reporting
- Earned Media/Public Relations Support (Media Outreach, Influencers, Vetting, Press Releases, Story Pitches, Reporting)
- Travel Guide Services (Project Management, Advertising Design, Content Coordination, Design, Photography, Production/Printing Coordination)

**Potential (TBD) projects, programs, and partnerships as approved by the SWMT Board of Directors:**

- Strategic Planning
- Tourism Destination Development Planning
- Photo, Video Production, and Editing
- Brand, Messaging and Style Guidelines
- Email Marketing (Design, Programming, Testing, Distribution, List and Database Management, Research, Monitoring and Reporting)

Some of the original categories included in Southwest Montana’s 2024 annual budget are as follows:

Administration
Agency Services
Cooperative Marketing
Earned Media/Tourism Sales
Education/Outreach
Joint Venture
Marketing Resources
Opportunity Marketing
Paid Media
Public Relations
Travel/Trade Shows
Visitor Services

**2.1 CHARACTERISTICS SPECIFICATIONS & EXPECTATIONS**

This RFP is soliciting bids from full-service agencies able to meet all expectations outlined below as the creative agency of record (AOR). The AOR must be able to meet Southwest Montana's expectations of service during the contracted term, including:

**Agency of Record Specific Expectations:**

- Knowledge and understanding of Southwest Montana as a regional destination within the State of Montana a proven ability to develop and execute integrated marketing strategy across paid, earned, and owned media while maintaining allocated budgets.
- Develop, facilitate, and deliver creative serving as the brand catalyst and platform for all SWMT marketing programs & content.
- Deliver all requests and obligations for approval, allowing for review and changes in a timely manner.
- Ability to deliver consistency in brand messaging through paid, owned, and content marketing.
- Proactively bring opportunities, ideas that include emerging technology, content trends, data tools and partnerships for consideration.
- A commitment to transparency, trustworthiness, and integrity.
- An understanding of the unique systems, timelines, and requirements of Southwest Montana's account, including, but not limited to, fiscal responsibility and accounting & reporting bases on GAP Principles.
- A minimum of three (3) years' experience working with DMOs and a minimum of five (5) years' experience doing agency work.
- Ability to be present at key in-state industry events and meetings at no cost to Southwest Montana.
- Ability to promote and market our region as an international destination.
- Ability to provide key insights and segmentation around target consumers.
- Define and deliver clear goals, success metrics, and ROI.
- Ability to partner with Southwest Montana's existing social media / website agency to integrate strategies within the marketing platform.
- Drive engagement and connect with consumers.
- Knowledge and practice of industry best practices in campaign management.
- Effectively buy media and extend Southwest Montana's media expenditure through aggressive negotiations and added value programs, including an efficient and effective system for programmatic buying.

**2.2 SCOPE OF SERVICES**

The Agency of Record (AOR) shall perform the following Scope of Work (SOW) tracks on behalf of SWMT:

- ***Strategic Market Research and Evaluation***-Develop a strong understanding of the region through historical data, market research, and evaluating current target and emerging markets.



- **Market and Brand Strategy-** Assist with developing an annual marketing plan including identification of target markets, considering goals and measurable objectives to grow visitation to SWMT.
- **Paid Media** – AOR will be responsible for management of paid media, including planning, channel optimization, media buying and will collaborate with all partners on campaign performance analytics. AOR will act as brand steward with subcontractors and/or all other agency partners to ensure a cohesive and integrated marketing program.
- **Earned Media/Public Relations** – AOR is responsible for the following but not limited to the following: earned media, development of outbound pitch materials, tracking and reporting campaign performance analytics.
- **Creative** - Responsible for but not limited to the following: identification and development of an overarching consumer brand campaign, including communications; consumer insights; creative asset development.

**Additional details regarding the specific SOS are identified below:**

### **2.2.1 Marketing Strategy**

- Assist with developing an annual marketing plan including identification of target markets, considering goals and measurable objectives to grow visitation to SWMT.
- The plan may be modified periodically, as required, by Southwest Montana and the successful offeror.
- Execute marketing programs to build awareness, intent, and travel to Southwest Montana.
- Account management, including account staff coordination, budget management, project management, status reports, quality control, and client communications.

### **2.2.2. Research and Evaluation**

- The plan shall address relevant research, tactics, measurements, and evaluations for each major campaign element and activity and will be reviewed and updated annually.
- At the direction of Southwest Montana and in conjunction with Southwest Montana’s annual marketing plan, analyze and recommend specific marketing mediums.

### **2.2.3. Media Planning and Buying**

- Plan, negotiate, and purchase media placements and programs on platforms including, but not limited to print, digital, mobile, video, broadcast, out-of-home, co-operative marketing, and emerging technology.
- Monitor placements to ensure optimal performance and full completion of all media schedules and bonus units as appropriate.
- Provide performance reports and analysis of media placements throughout and at the completion of each campaign.
- The contractor shall retain, and submit to the State upon request, proof of publication, performance, or other such affidavits for all media placements.
- Southwest Montana also reserves the right to, at its own discretion, produce its own web marketing materials, including but not limited to, banner advertising, email marketing, social media, and website design. The successful offeror must work closely with the website designer/social media agency chosen by Southwest Montana to ensure that advertising and website designs complement each other.

#### **2.2.4. Earned Media/Public Relations**

- Potentially develop public/media relations campaigns.
- Service inbound media requests that may include content development, hosting, and logistical arrangements. Track results.
- Develop and maintain relationships with influential travel and lifestyle voices.
- Assist with crisis communication plan.
- Southwest Montana reserves the right to place certain media on its own behalf and enter into partnership marketing opportunities with outside companies which may bypass the contracted agency buying the media in certain circumstances.

#### **2.2.5. Creative Services**

- Strategize and create advertising and branded content for distribution.
- Manage assets and content for tourism development and marketing purposes.
- Negotiate rates and use for rights-managed assets, such as video/photography purchases.

## SECTION 3 OFFEROR QUALIFICATIONS

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### **Southwest Montana Right to Investigate and reject**

To enable Southwest Montana to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the requirements.

#### **3.0 References:**

Southwest Montana may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

#### **3.1 References (Failure to Qualify or Negative):**

Southwest Montana reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy SWMT that offeror is properly qualified to carry out the obligations of the contract. This right includes Southwest Montana's ability to reject the proposal based on negative references.

#### **3.2 Reference Requirements:**

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal.)

**3.2.1 References.** Offeror shall provide a minimum of three references that are using services of the type proposed in this RFP. The references should include any experience in developing and implementing an integrated tourism promotion/marketing campaign. At a minimum, the offeror shall provide the company or agency name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. Southwest Montana reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

**3.2.2 Resumes/Company Profile and Experience.** Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing professional advertising and consultation services similar to those requested in this RFP. Offeror shall also include proposed staffing and organization of personnel to be assigned to this account and provide answers to the following information requests concerning the qualifications and experience of all executive, managerial and professional personnel to be assigned to this contract.

**3.2.2.1 Account Manager.** Identify one individual who will manage the contract work. Document overall experience in tourism advertising. Provide detail on the Account Manager's experience, education, affiliations, memberships, awards, and recognitions received for similar services.

**3.2.2.2 Account Team.** Identify by name, title, and role each proposed team member to include media buyers, creative designers, creative writers, copywriters /

editors and or other staff on the Southwest Montana's account. Include relevant experience, including that which may be outside of your agency and/or outside the advertising field. Identify individual experience in destination, travel, group and /or international tourism marketing.

**3.2.2.3 Business/Marketing Philosophy.** Detail your agency's business and marketing philosophies. Describe your agency's work environment and internal culture.

**3.2.3 Samples of Marketing Campaigns.** The offeror should provide a minimum of two and a maximum of four samples of marketing campaigns which are pertinent to this proposal. The components of the program must be detailed and specific. Provide an explanation of what the campaign was designed to accomplish, budget information, and measurable outcomes of the campaign. For the samples provided, identify the personnel responsible for the campaign components and cross-reference how the person is proposed to be utilized for the Southwest Montana campaign. The campaigns cited should include components such as:

- Target market identification
- Content creation writing
- Content creation design / artwork
- Campaign development and implementation
- Full-color magazine advertising production
- Print and Online ad designs
- Copywriting
- Media research/buying

**3.2.4 Method of Providing Service.** Provide a narrative description of the specific methods the offeror intends to use to provide the services needed as described in Section 2, Scope of Services. Please provide information on client reporting methods, in-house production capabilities, and possible use of subcontractors.

**3.2.5** Please add any additional information about your company that has not been directly covered in the RFP but is relevant to your ability to service this account.

## SECTION 4 COST PROPOSAL

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All subsections of Section 4 require a response. Restate the subsection number and the text immediately prior to your written response.

### Cost Proposal

#### 4.0 Budget

The total agency of record budget for this contract is estimated to be \$300,000 per year, based on SWMT's annual projected budget of accommodations "bed tax" revenue collections; this projected budget ranges between \$900,000 and \$1.2 million annually. Failure of an offeror to provide prices for all line items listed on the schedule may be cause for rejection of the entire offer or cancellation of the contract. An offeror may enter "No Cost" in the unit price column to indicate that the item is being offered at "No Cost."

#### 4.1 Services and Hourly Rate

Offerors must list the actual rate for all categories of services listed below and the amount per billable hour you would charge for the initial 12-month contract term. **SWMT operates on a program/project budget basis (for example: media placement, travel guide, media outreach special projects, etc.); programs/campaigns/projects have a finite budget and hours must be tracked accordingly.**

**Services Provided**

**\$ Amount per Hour**

Account Management .....	_____
Copywriting/Editing/Proofing.....	_____
Creative Services..... (including: conception, design/layout, art direction)	_____
Media Planning and Buying (includes placement).....	_____
Commissionable Media	_____
Non-commissionable Media	_____
Online Advertising Design / Programming.....	_____
Public Relations Services.....	_____
Accounting.....	_____
Budget research and estimates.....	_____
Market research & analysis.....	_____
Costs associated with subcontracted work.....	_____
Commissions charged on printing .....	_____
Commissions charged on printing supplies (e.g. paper) .....	_____
Other Commission Charges (please list) .....	_____

**4.2 Meetings**

SWMT holds between 6-9 board meetings per calendar year throughout the nine-county region and attends TAC (Travel Advisory Council) meetings three times per year. SWMT requires key agency personnel to attend these meetings as deemed necessary, at no travel or time cost to SWMT.

Travel time to attend meetings (outside of regular board meetings, TAC, and Governor’s Conference) at Southwest Montana’s request

- Travel time.....\_\_\_\_\_
- Out-of-pocket expenses (lodging, meals, etc.).....\_\_\_\_\_
- Meeting time.....\_\_\_\_\_

**4.3 Non-billable services**

List all services for which you do not charge with an explanation of how non-billable services are determined.

#### 4.4 Additional Compensation Requirements

##### 4.4.1 Minimum Timekeeping Requirements

- The agency must maintain a monthly record of date, time and activity per project.
- The agency will report usage of hours to SWMT monthly.
- The contractor must maintain an internal control system that protects the integrity of the payroll system.
- The contractor must maintain an accounting system that has the capability to segregate labor hours, resultant costs by contract, program/project or work order when appropriate.
- SWMT reserves the right to audit any or all of the above-described records at any time, with or without cause

#### 4.5 Travel Reimbursement

Agency travel expenses **are not** reimbursable unless pre-approved by SWMT on a case-by-case basis.

#### 4.6 Net Pricing

All media, outside production costs, subcontractors' costs, or out-of-pocket expenses incurred will be invoiced at **net cost. All commissions must be separated out on invoices.**

Do you negotiate for media rate discounts due to company volume? Please explain.

#### 4.7 Addition Rates

4.7.1 List additional commission rate(s) and/or charges not identified above.

4.7.2 Identify and list any and all additional costs.

## SECTION 5 EVALUATION CRITERIA

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### 5.0 Evaluation Procedure

- 5.0.1** The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 5.0.2** Any proposal that fails to achieve a passing score for any part/section for which a passing score is indicated will be disqualified from further consideration.
- 5.0.3** **The evaluation committee will evaluate the remaining proposals in a two-stage process. Stage One will consist of a scored process based on the submitted proposals as described in Section 5.1. If the first and second top scoring proposals are within 5 percent scoring of each other and the third top scoring proposal is within 10 percent of the top scoring proposal, all three top scoring offerors will proceed to Stage Two, which will consist of an oral interview and a possible on-site visit.**

The evaluation committee reserves the right to adjust these percentages as they deem appropriate if need be. One of the individuals participating in the Stage Two oral interview must be the person designated in the proposal as the account manager.

- 5.0.4** The evaluation committee reserves the right to waive the Stage Two portion of the evaluation if one proposal has a score that is 10 percent higher than the next scoring offeror. In that instance Southwest Montana may proceed immediately to final negotiations before awarding a contract.
- 5.05** For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the oral interview and possible site visit will be combined into one total. The contract will be awarded to the finalist with the highest combined total.
- 5.06** Award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered and will have no bearing on any award. Offerors who attempt to provide information or materials outside the formal response may be found non-responsive.
- 5.07** A “best and final offer” may be requested on price/cost alone.



## 5.1 Stage One Evaluation Criteria

Based on a maximum possible value of **900 points**, the evaluation committee will review and evaluate the offers according to the following criteria:

	<b>Section of RFP</b>	<b>Point Value</b>
<b>Company Qualifications</b> - Experience related to contract needs, project manager and principle staff, and company philosophy.	3.2.1 – 3.2.2	150
<b>Marketing Campaigns</b> - Creativity, message effectiveness, measurable results, overall campaign.	3.2.3	250
<b>Method of Providing Services</b> – Understanding what is required and needed to provide the utmost service to this contract. Scope of work assessment, reporting methods, in-house capabilities, research integration/ experience.	3.2.4	200
<b>Cost for Services</b> – Offeror cost for billable services, non-billable services, commission rate for media and print.	4.1 – 4.7	200
<b>Written Proposal</b> – Offeror’s written response to this RFP will be evaluated in its entirety in terms of completeness, responsiveness, clarity, quality of writing and overall layout		100
<b>Total Possible Points</b>		900

## 5.2 Stage Two Evaluation Criteria – (if deemed necessary by the committee) 600 Points

Offerors who advance to Stage Two evaluation will be evaluated on the following:

**Oral Interview** – Clarity of presentation, ability to address evaluation committee questions, ability to articulate the company’s capabilities, overall presentation/style/tone/professionalism.

Oral presentations will be evaluated on the following criteria (in no specific order):

- Understanding of the Southwest Montana region
- Strategically sound recommendations and insights
- Creativity and implementation
- Focus/attention to measurement, analytics, and accountability
- Providing committee members a clear understanding of the agency’s capabilities, strengths and weaknesses
- Highly credentialed and qualified agency staff
- How would you prioritize Southwest Montana within your organization

**APPENDIX A**  
**SAMPLE CONTRACT**

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**1. PARTIES**

THIS CONTRACT is entered into by and between the Southwest Montana Tourism Region., (hereinafter referred to as "SWMT"), whose address and phone number are **1105 Main Street , Deer Lodge MT 59722, 406-846-1943** and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on **(insert date)**, 20(  ), **(or upon contract execution)** and terminate on **(insert date)**, 20(  ), unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **one**-year intervals, or any interval that is advantageous to SWMT. This contract, including any renewals, may not exceed a total of **seven** years. (State contracts generally may not exceed a total of seven years.)

Section 3 is optional depending on the project.

**3. COST/PRICE ADJUSTMENTS**

**Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

**OR**

**Cost Increase by Fixed Amount.** After the initial term of the contract, each renewal term may be subject to a cost increase of **(insert %)** %, not to exceed **(insert %)** %, for the entire term of the contract.

**OR**

**Price Adjustments Negotiated Based on Changes in Contractor's Costs.** Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and SWMT. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

**4. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to SWMT the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project)**.

**5. CONSIDERATION/PAYMENT**

**5.1 Payment Schedule.** In consideration for the **(insert supplies or services)** to be provided, SWMT shall pay according to the following schedule: **(insert pay schedule)**.

**5.2 Withholding of Payment.** SWMT may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to SWMT caused by the lack of performance.

Section 6 is to be used as needed depending on the project. Call SPB for assistance at (406) 444-2575.

## **6. ACCESS AND RETENTION OF RECORDS**

**6.1 Access to Records.** The Contractor agrees to provide SWMT access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

**6.2 Retention Period.** The Contractor agrees to create and retain records supporting the **(insert services rendered or supplies provided)** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by SWMT.

## **7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of SWMT. (Section 18-4-141, MCA) The Contractor shall be responsible to SWMT for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and SWMT.

## **8. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save SWMT, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of SWMT, under this agreement.

## **9. REQUIRED INSURANCE**

**10.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

## **10. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for SWMT in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent Southwest Montana Tourism Region., upon expiration.

## **11. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **12. INTELLECTUAL PROPERTY**

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to SWMT for royalty-free and nonexclusive licensing. SWMT will retain the irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

## **13. PATENT AND COPYRIGHT PROTECTION**

**13.1 Third-Party Claim.** In the event of any claim by any third party against SWMT that the products furnished under this contract infringe upon or violate any patent or copyright, SWMT shall promptly notify Contractor. Contractor shall defend such claim, in SWMT's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify SWMT against all costs, damages, and attorney's fees that accrue as a result of such claim. If SWMT reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**13.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for SWMT the right to continue using the alleged infringing product, or modify the product so that it becomes no infringing. If none of the above options can be accomplished, or if the use of such product by SWMT shall be prevented by injunction, SWMT will determine if the Contract has been breached.

## **14. CONTRACT TERMINATION**

**14.1 Termination for Cause.** SWMT may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**OR**

**14.2 Termination for Cause with Notice to Cure Requirement.** SWMT may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **(insert number of days)**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

OR

**14.3 Termination for Convenience.** SWMT may, by written notice to the Contractor, terminate this contract without cause. SWMT must give notice of termination to the Contractor at least **(insert numbers of days)** days prior to the effective date of termination.

**14.4 Reduction of Funding.** SWMT must terminate this contract if funds are not appropriated or otherwise made available by the State of Montana to support SWMT's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

## **15. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of SWMT shall be through a single point of contact designated as SWMT's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between SWMT's liaison and the Contractor's liaison.

\_\_\_\_\_ will be the liaison for Southwest Montana Tourism Region.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

\_\_\_\_\_ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

SWMT's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

## **16. MEETINGS**

The Contractor is required to meet with SWMT's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and SWMT in the performance of their respective obligations, at no additional cost to SWMT. Meetings will occur as problems arise and will be coordinated by SWMT. The Contractor will be given a minimum of three full working days notice of meeting date, time, and

location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

## **17. CONTRACTOR PERFORMANCE ASSESSMENTS**

SWMT may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. SWMT will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

## **18. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by SWMT, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to SWMT or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. SWMT shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If SWMT terminates a project or this contract for cause, then SWMT will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages SWMT may have otherwise accrued as a result of said termination.

## **19. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Powell, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

## **20. SCOPE, AMENDMENT, AND INTERPRETATION**

**20.1 Contract.** This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # **(insert RFP number)**, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**20.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**21. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

**Southwest Montana**  
**1105 Main Street**  
**Deer Lodge, MT 59722**  
**FEDERAL ID # 81-0447050**

**(INSERT CONTRACTOR'S NAME)**  
**(Insert Address)**  
**(Insert City, State, Zip)**  
**FEDERAL ID #**

BY: \_\_\_\_  
(Name/Title)

BY: \_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **APPENDIX B**

### **STANDARD TERMS AND CONDITIONS**

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**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** Southwest Montana Tourism reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the organization. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of Southwest Montana Tourism.

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, gender, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Southwest Montana Tourism. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by Southwest Montana Tourism.

**DISABILITY ACCOMMODATIONS:** Southwest Montana Tourism. does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make



their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, Southwest Montana Tourism may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the organization.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save Southwest Montana Tourism., its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence Southwest Montana Tourism, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to Southwest Montana Tourism. for royalty-free and nonexclusive licensing. The contractor shall notify Southwest Montana Tourism in writing of any invention conceived or reduced to practice in the course of performance of the contract. Southwest Montana Tourism. shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, Southwest Montana Tourism is allowed 30 days to pay such invoices.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify Southwest Montana Tourism. of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** Southwest Montana Tourism. is exempt from Federal Excise Taxes (#81-0446919).

**TERMINATION OF CONTRACT:** Unless otherwise stated, Southwest Montana Tourism. may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by Southwest Montana Tourism. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.